

EMERGENCY HOUSING

I. INTRODUCTION

California Department of Corrections and Rehabilitation, Division of Juvenile Justice Facilities (CDCR/DJJ) agree to provide Emergency Housing for case referrals from Juvenile Court to the County of San Luis Obispo as described herein. The County of San Luis Obispo agrees to compensate CDCR/DJJ per Exhibit B-1. The services shall be performed at CDCR/DJJ facilities throughout the term of this Agreement.

Section 1752.1 of the Welfare and Institutions Code of the State of California states, "The Director may enter into contracts with the approval of the Director of Finance with any county of this state, upon request of the board of supervisors thereof, wherein the Youth Authority agrees to furnish emergency housing services to the county for selected cases of person eligible for commitment to the Youth Authority."

II. CONTRACTOR RESPONSIBILITIES

The County agrees to provide CDCR/DJJ a minimum of 24 hours in advance of any transfer for emergency housing of said juveniles. No person shall be transported to any institution under the jurisdiction of the CDCR/DJJ until the Director has been notified by the County of the transfer, by way of an order.

In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by the CDCR/DJJ medical staff for any County Juvenile(s) housed in custody under this Agreement, the treatment shall be performed in a facility designated by CDCR/DJJ medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for the treatment shall directly invoice the County.

III. CDCR/DJJ RESPONSIBILITIES

The Director of CDCR/DJJ shall, on a case-by-case basis, accept said juveniles to be held at a CDCR/DJJ institution. The County shall be notified by CDCR/DJJ in writing of the decision to accept or reject each case. For accepted cases, the court shall transport said juvenile to the designated CDCR/DJJ institution. CDCR/DJJ shall assume custody upon arrival at the institution and until released back into the custody of the County. CDCR/DJJ may terminate acceptance of any case upon 24 hours written notice to the County.

Daily operations will be consistent with the CDCR/DJJ minimum standards and training that CDCR/DJJ staff receives. These operations include feeding, clothing, count procedures, hygiene, room clean up and recreation. The CDCR/DJJ shall provide, as deemed needed by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for county juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this agreement. County shall provide and pay for any and all ancillary medical services, including but not limited to: Dental, Optical, Non-Emergency surgical and special consultation service.

CDCR/DJJ staff shall notify the County within 24 hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to CDCR/DJJ by the County for diagnostic services, and shall mutually agree upon placement with the County. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

IV. PROJECT REPRESENTATIVES

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